

**STATEMENT UNDER 37 CFR § 3.73(b)**  
**ESTABLISHMENT OF ASSIGNEE**

Applicant : Phillip J. Simpson  
App. No. : 10/584,920  
Filed : December 28, 2006  
For : VALVE ASSEMBLY  
Examiner : John K. Fristoe Jr.  
Group Art Unit : 3753

---

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

This document is being filed with a copy of a Power of Attorney signed by the Assignee. This Statement sets forth the chain of title of the above-identified application.

ICU Medical, Inc., a Delaware, is the Assignee of the entire right, title, and interest of the above-referenced application by virtue of:

The attached copy of the Assignment being forwarded to the Recordation Branch  
concurrently under separate cover.

The undersigned is an agent of Customer Number 20995 and is authorized to act on behalf of the Assignee. Please recognize or change the correspondence address for the above-identified application to **Customer No. 20995.**

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 1/23/09

By: Paul N. Conover  
Paul N. Conover  
Registration No. 44,087  
Attorney of Record  
Customer No. 20995  
(949) 760-0404



DO NOT RECORD  
COPY

## Patent Assignment

WHEREAS, Vasogen Ireland Limited, a corporation of Ireland having offices at Shannon Airport House, Shannon, County Clare, Ireland (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States application for Letters Patent in the United States:

Application No.  
10/584,920

371 (c) Date  
December 28, 2006

Title  
Valve Assembly

AND WHEREAS, ICU Medical, Inc., a Delaware corporation having offices at 951 Calle Amanecer, San Clemente, California 92673, (hereinafter "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to said improvements and the said application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby acknowledge that ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, their successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto (including, but not limited to, U.S. Provisional Patent Application No. 60/532,916 filed December 30, 2003), and all divisions, renewals, continuations, and continuations-in-part thereof and other applications related thereto, including, but not limited to, any applications that include the same or similar descriptions, specifications, disclosure, and/or drawings, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States (including, but not limited to, international application no. PCT/US2004/42723 filed December 21, 2004) and all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, their successors, legal representatives, and assigns, all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue



DO NOT RECORD  
COPY

hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

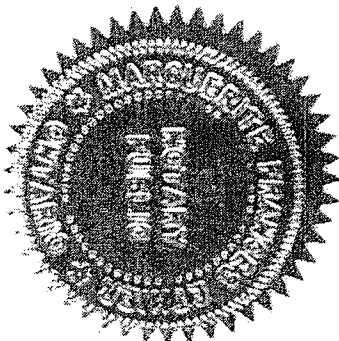
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20<sup>th</sup> day of January, 2009.

Vasogen Ireland Limited  
By: [Signature]  
Name Printed: Graham Neil  
Title: Director  
Date: 2009-01-20

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my Notarial Seal of Office at

Toronto, this 20<sup>th</sup> day of January, 2009.

Seal



[Signature]  
A Notary Public in and for the Province of Ontario.  
Marguerite Ethier